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8 rel. California Regional Water Quality Control Board, Los Angeles
9 Region

10 SUPERIOR COURT OF CALIFORNIA

11 COUNTY OF VENTURA

12
13 PEOPLE OF THE STATE OF CALIFORNIA,
14 ex rel. CALIFORNIA REGIONAL WATER
QUALITY CONTROL BOARD, LOS ANGELES
REGION,

15 PLAINTIFF.

16 v.

17
18 CITY OF SANTA PAULA, SANTA PAULA
19 WASTEWATER RECLAMATION FACILITY,

20 DEFENDANT.
21

Civil No.:

22 STIPULATED CONSENT JUDGMENT AND
23 FINAL ORDER

24 I. INTRODUCTION

25 This suit is brought by the People of the State of
26 California, ex rel. California Regional Water Quality Control
27 Board, Los Angeles Region ("Regional Board") under chapter 5.5 of
28 the Porter-Cologne Water Quality Control Act (Cal. Wat. Code, §§

1 13000-14958) against the City of Santa Paula ("Santa Paula") to
2 obtain penalties and injunctive relief for violations of: (1) the
3 Federal Water Pollution Control Act (the "Clean Water Act"; 33
4 U.S.C. § 1251 et seq.), (2) California Water Code section 13376,
5 and (3) Regional Board Order No. 97-41, which serves as National
6 Pollutant Discharge Elimination System Permit No. CA0054224
7 ("NPDES Permit"), issued to Santa Paula for operating its Santa
8 Paula Wastewater Reclamation Facility ("SPWRF"). Santa Paula is
9 a general law city and a municipal corporation existing under the
10 laws of the State of California. For purposes of this Consent
11 Judgment, Santa Paula is a municipality, a political subdivision
12 of the State of California, and a person as defined in the Clean
13 Water Act and the California Water Code.

14 **II. RECITALS**

15 A. The Regional Board is a public agency of the State of
16 California operating under the authority of the Porter-Cologne
17 Water Quality Control Act, Water Code section 13000 et seq.. The
18 Regional Board is the principal State agency responsible for the
19 coordination and control of water quality within its
20 jurisdiction, which includes Santa Paula.

21 B. Santa Paula owns and operates the SPWRF located at 905
22 Corporation Street, in Santa Paula's jurisdiction. The SPWRF is
23 a publicly owned treatment works ("POTW"), has a design capacity
24 of approximately 2.55 million gallons per day (mgd), and serves
25 an approximate population of 29,000 people. The SPWRF is an
26 advanced secondary wastewater treatment plant built in 1939 and
27 discharges advanced secondary treated municipal wastewater to a

1 concrete bottomed ditch parallel to the lined Peck Road storm
2 drain. The discharge then flows into a natural unlined channel
3 and enters Reach 3 of the Santa Clara River, a water of the
4 United States and the State, just west of Peck Road, above the
5 estuary.

6 C. The Regional Board issued the NPDES Permit to Santa
7 Paula in 1997. Santa Paula filed a Report of Waste Discharge
8 (ROWD) and applied to the Regional Board for reissuance of waste
9 discharge requirements for the SPWRF on October 8, 2001. By
10 Regional Board letter dated November 26, 2002, Santa Paula's
11 NPDES Permit was administratively extended pursuant to section
12 122.6 of Title 40, Code of Federal Regulations and section 2235.4
13 of Title 23, California Code of Regulations.

14 D. Due to the SPWRF's physical configuration and capacity
15 limitations, Santa Paula cannot consistently meet the
16 requirements of the Clean Water Act and final effluent limits
17 prescribed in its NPDES Permit for biochemical oxygen demand
18 (BOD), total suspended solids (TSS), turbidity, coliform,
19 residual chlorine, and occasionally sulfate, nitrate plus nitrite
20 as nitrogen, E. coli, and fecal coliform. In addition, the
21 wastewater at the SPWRF is susceptible of generating acute
22 toxicity and other pollutants which can degrade water quality and
23 impact beneficial uses of water and which are defined as wastes
24 under the Water Code. In the past seven years, the SPWRF has
25 been unable to meet the final effluent limits for these
26 constituents at all times.

1 E. Because of the SPWRF's design, age and other
2 operational limitations that prevent it from fully complying with
3 final effluent limits contained in its NPDES Permit, the
4 Executive Officer of the Regional Board ("Executive Officer")
5 issued Time Schedule Order ("TSO") No. R4-2003-0161 on December
6 15, 2003 for the SPWRF that provided interim limits for BOD, TSS,
7 turbidity, coliform, and nitrate plus nitrite as nitrogen, and
8 interim requirements for compliance with the residual chlorine
9 effluent limit.

10 F. The Executive Officer issued a second TSO, Order No. R4-
11 2004-0149, to Santa Paula containing the same interim limits on
12 October 13, 2004 with an expiration date of April 1, 2005 to
13 provide adequate time for the preparation of a revised NPDES
14 permit and a companion TSO for the SPWRF.

15 G. On April 5, 2005, the Executive Officer issued a third
16 TSO, Order No. R4-2005-0019, with an expiration date of October
17 6, 2005 to provide additional time for preparing a revised NPDES
18 permit and a new TSO for the SPWRF.

19 H. Santa Paula has taken action to improve its treatment
20 process to achieve removal efficiency for BOD, TSS, turbidity,
21 coliform, residual chlorine, sulfate, nitrate plus nitrite as
22 nitrogen, and acute toxicity and to reduce exceedances of the
23 NPDES Permit limits.

24 I. In 2000, Santa Paula proposed several alternatives for
25 compliance with the NPDES Permit, including plant upgrades and
26 building a new regional wastewater treatment plant with the City
27 of Fillmore ("Regional Plant"). To ensure normal operations of

1 the existing SPWRF and to improve the effluent quality, Santa
2 Paula completed upgrades and maintenance projects to its SPWRF in
3 June 2005. These projects included rebuilding and replacing
4 pumps (such as sludge pumps, influent pump, recirculation pump,
5 digester heat/mixer pump, and filter feed pump), the addition of
6 a new chlorination and dechlorination controlling system, and
7 maintenance of sand filters. Even with these improvements, the
8 SPWRF cannot consistently meet the NPDES Permit limits.

9 J. In April 2004, Santa Paula informed the Regional Board
10 that the cities of Fillmore and Santa Paula jointly determined
11 that a Regional Plant, built and operated by the two cities,
12 would be impractical and decided to discontinue plans for a
13 Regional Plant. Santa Paula informed the Regional Board that it
14 planned to construct a new wastewater recycling facility ("New
15 WRF") to serve the area of Santa Paula only. Santa Paula plans
16 to complete construction of the New WRF by September 15, 2010 and
17 achieve full compliance with the effluent limits contained in the
18 Waste Discharge Requirements Permit ("New WDR Permit"), Order No.
19 R4-2007-0028, the Regional Board recently issued to Santa Paula
20 for the New WRF by December 15, 2010.

21 K. Santa Paula ended its contract with Operations
22 Management International, Inc. for the operation of the SPWRF on
23 August 1, 2004. ECO Resources, Inc., a Texas Corporation,
24 assumed operations of the SPWRF under contract with Santa Paula
25 on August 1, 2004.

26 L. On April 27, 2005, Santa Paula filed a ROWD and applied
27 to the Regional Board for the New WDR Permit to allow Santa Paula

1 to discharge treated wastewater from the New WRF to
2 evaporation/percolation ponds where the potential receiving water
3 is groundwater. Operation of the New WRF will eliminate the
4 discharge to the Santa Clara River or any other surface water
5 body. Accordingly, Santa Paula applied to the Regional Board for
6 a WDR Permit, rather than an NPDES Permit. Santa Paula must
7 achieve full compliance with its New WDR Permit, Order No. R4-
8 2007-0028, adopted by the Regional Board on May 3, 2007, by
9 December 15, 2010. During construction of the New WRF, the
10 effluent from the SPWRF will continue to be discharged into the
11 Santa Clara River in accordance with the requirements of the
12 NPDES Permit and any applicable TSO, or enforcement order.

13 M. On October 7, 2005, the Executive Officer issued an
14 Amended TSO, Order No. R4-2005-0064, extending the expiration
15 date of TSO No. R4-2005-0019 to October 6, 2006, with all other
16 provisions and requirements of TSO Nos. R4-2004-1049 and R4-2005-
17 0019 remaining in full force and effect. On October 6, 2006, the
18 Amended TSO was administratively extended one year and reissued
19 by the Executive Officer through Order No. R4-2006-0090, which
20 will expire on October 6, 2007. It is the intent of the Regional
21 Board to consider extending the administrative TSO, or issuing a
22 cease and desist order ("CDO"), annually until December 15, 2010
23 to provide Santa Paula with interim limitations and a compliance
24 schedule to allow the SPWRF to operate until the New WRF
25 commences operations on or before December 15, 2010 as required
26 by this Consent Judgment.

1 N. In implementing its intent to construct the New WRF,
2 Santa Paula certified a Final Environmental Impact Report
3 ("FEIR") for the project on April 25, 2005. The statute of
4 limitation for challenging the FEIR expired on May 27, 2005. No
5 challenges were filed.

6 O. To pay for constructing the New WRF, Santa Paula has
7 raised sewer rates every year since 2002. These rate increases
8 amount to a 187% increase since February 1, 2002; residential
9 rates rose from \$11.35/month before February 1, 2002 to
10 \$42.68/month on July 1, 2006.

11 P. Santa Paula also hired a contract lobbyist in
12 Washington, D.C. in 2004 to assist the City in obtaining federal
13 grant funds to support the construction of the New WRF. The
14 United States Senate earmarked \$375,000 in H.R. 2361 (Fiscal Year
15 2006 Interior, Environment, and Related Agencies Appropriations
16 Bill) for the "water facility project in the City of Santa Paula,
17 California." Santa Paula was granted \$358,400 pursuant to H.R.
18 2361 adopted by the United States Congress. It is currently
19 lobbying for additional state and federal funds.

20 Q. Santa Paula will also be seeking different options to
21 assist in financing the construction of the New WRF and may also
22 have to issue debt against the wastewater utility operation to
23 fund construction. Santa Paula indicates that it has already
24 spent the reserves it had in its wastewater fund on work to this
25 point on design of the New WRF and other costs associated with
26 this project.

1 R. On June 4, 2007, the Santa Paula City Council adopted
2 two resolutions of necessity in order to acquire real property
3 from two property owners for construction of the New WRF.
4 Thereafter, on June 18, 2007, the City Council approved a
5 purchase and sale agreement to acquire real property from a third
6 property owner for an amount of \$3,050,000. Escrow for that
7 property closed on July 5, 2007.

8 S. On July 16, 2007, the Santa Paula City Council
9 considered the 60% design for the New WRF. At that time, the City
10 Council opted to use a design-build-operate-finance ("DBOF")
11 delivery system for the New WRF in accordance with Government
12 Code section 5956 et seq. and discontinue the design-bid-build
13 delivery system set forth in the Public Contracts Code. In doing
14 so, the City Council authorized the City Manager to issue a
15 request for qualifications ("RFQ") to solicit statements of
16 qualifications ("SOQ") from interested persons. SOQs must be
17 filed with the City not later than August 29, 2007. Thereafter,
18 the City will select qualified persons to whom requests for
19 proposals ("RFP") will be sent. The City's change to a DBOF
20 delivery system does not affect its obligation to meet its
21 obligations under this Consent Judgment including, without
22 limitation, achieving full compliance with its New WDR Permit by
23 December 15, 2010.

24 T. Santa Paula shall undertake the activities set forth in
25 this Consent Judgment in order to improve the quality of the
26 discharges from its SPWRF by preventatively maintaining its
27 present facilities and constructing new facilities to achieve

1 tertiary treatment and compliance with Santa Paula's New WDR
2 Permit for its New WRF facilities and applicable state laws and
3 regulations.

4 U. Pursuant to this Consent Judgment, and once the New WRF
5 is constructed and is operational as required by this Consent
6 Judgment, Santa Paula will provide tertiary treatment to the
7 wastewater discharged from its New WRF in accordance with the
8 explicit provisions of the Water Code, the Water Quality Control
9 Plan for the Los Angeles Region ("Basin Plan"), and any
10 additional requirements to protect groundwater quality set forth
11 in its New WDR Permit.

12 V. The Regional Board does not warrant or aver in any
13 manner that Santa Paula's complete compliance with this Consent
14 Judgment will result in compliance with its NPDES Permit, the
15 Clean Water Act, its New WDR Permit for its New WRF, or the Water
16 Code.

17 W. This settlement is made in good faith, after arms-
18 length negotiations, and this Consent Judgment is in the public
19 interest.

20 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND
21 DECREED:

22 **I. JURISDICTION AND VENUE**

23 A. The Attorney General of the State of California is
24 authorized to commence actions under the Water Code in the name
25 of the People of the State of California at the request of the
26 Regional Board. (Wat. Code, §§ 13385, subd. (b)(2), (m) and
27 13386.) The Regional Board requested that the Attorney General

1 commence a civil action pursuant to provisions of the Porter-
2 Cologne Water Quality Control Act. Water Code section 13385
3 authorizes actions in Superior Court to recover civil liability
4 for violations of the Porter-Cologne Water Quality Control Act
5 and section 13386 authorizes injunctive relief. The Regional
6 Board's complaint states a cause of action upon which relief may
7 be granted against Santa Paula pursuant to Water Code sections
8 13376, 13377, 13385, and 13386. The Parties agree not to contest
9 the jurisdiction of the Court to enter and enforce this Consent
10 Judgment.

11 B. Venue is proper in the Superior Court of Ventura County
12 pursuant to Code of Civil Procedure sections 392, 395, and 395.5
13 and Water Code section 13361, subdivision (b). The Defendant
14 does business in Ventura County and the acts alleged occurred in
15 Ventura County.

16 **II. BINDING EFFECT**

17 A. This Consent Judgment applies to and is binding upon
18 the Regional Board, and upon Santa Paula and any of its
19 successors or other entities or persons otherwise bound by law or
20 contract, including without limitation, Santa Paula's present
21 contractor, ECO Resources, Inc. Any transfer of ownership or
22 operation by Santa Paula of its SPWRF or New WRF or any element
23 thereof, to any other person must be conditioned upon the
24 transferee's agreement to undertake the obligations required by
25 this Consent Judgment, as provided in a written agreement between
26 Santa Paula and the proposed transferee, enforceable by the
27 Regional Board as third-party beneficiary of such agreement. No

1 later than thirty (30) calendar days before transfer of
2 ownership, operation, or other interest in any part or element of
3 the SPWRF or New WRF owned or operated by Santa Paula, Santa
4 Paula shall give written notice of this Consent Judgment to any
5 successors in interest. Upon transfer of ownership, operation,
6 or other interest in the SPWRF or New WRF, Santa Paula shall
7 provide a copy of this Consent Judgment to any successor in
8 interest. Santa Paula shall provide the Regional Board written
9 notification of any successor in interest at least thirty (30)
10 calendar days before transfer. No transfer of ownership or
11 operation of the SPWRF or New WRF, whether in compliance with
12 this paragraph or otherwise, relieves Santa Paula of its
13 obligation to ensure that the terms of the Consent Judgment are
14 implemented.

15 B. Santa Paula shall provide a copy of this Consent
16 Judgment or make the Consent Judgment available to each
17 engineering firm, consulting firm, and contractor retained to
18 perform any activities required by this Consent Judgment, and
19 shall provide a copy to each engineering firm, consulting firm,
20 and contractor already retained for such purpose, no later than
21 thirty (30) days after the date of lodging of this Consent
22 Judgment.

23 C. In any action to enforce this Consent Judgment, Santa
24 Paula shall not raise as a defense the failure by any of its
25 officers, directors, employees, agents, or contractors to take
26 any actions necessary to comply with the provisions of this
27 Consent Judgment.

1 **III. OBJECTIVES**

2 The Parties' purpose in entering this Consent Judgment is to
3 further the objectives of the Clean Water Act, including, but
4 without limitation, sections 101, 301, and 307 of the Clean Water
5 Act (33 U.S.C. §§ 1251, 1311, and 1317) and to further the
6 objectives of the Water Code. It is the express purpose of the
7 Parties that Santa Paula come into and remain in full compliance
8 with the Clean Water Act, the Water Code, Order No. 97-041 (NPDES
9 Permit No. CA0054224) and renewals or amendments to the NPDES
10 Permit including any TSO or CDO, its New WDR Permit (Order No.
11 R4-2007-0028), federal and state laws and regulations, and the
12 Basin Plan governing discharges from its SPWRF and New WRF.

13 **IV. DEFINITIONS**

14 Unless otherwise defined herein, terms used in this Consent
15 Judgment have the meanings given to those terms in the Clean
16 Water Act, and the regulations promulgated thereunder, in the
17 Water Code, in the NPDES Permit, and in the New WDR Permit.

18 The "Date of Lodging" means the date the Consent Judgment is
19 filed for lodging in Superior Court for the County of Ventura.

20 The "Date of Entry" means the date the Consent Judgment is
21 approved by the Court.

22 The "Parties" mean the Regional Board and Santa Paula.

23 The "SPWRF" means Santa Paula's existing wastewater
24 reclamation facility.

25 The "New WRF" means Santa Paula's new wastewater recycling
26 facility to be built in accordance with the schedule set forth in
27 this Consent Judgment.

1 **V. REMEDIAL ACTIONS**

2 A. Santa Paula shall undertake a program to attain and
3 thereafter maintain compliance with its NPDES Permit, its TSOs or
4 CDOs, its New WDR Permit, the Clean Water Act, and the Water Code
5 and shall achieve tertiary treatment as required by this Consent
6 Judgment. Santa Paula shall meet any additional requirements in
7 its New WDR Permit in accordance with the Water Code, the Basin
8 Plan, and applicable laws and regulations. Santa Paula's program
9 must include the construction of its New WRF, in addition to
10 installation and operation of equipment at its New WRF that
11 achieves tertiary treatment by the dates set forth in Section V
12 (Remedial Actions) Paragraph B. The program must adequately
13 address projected future wastewater flows.

14 B. Santa Paula shall complete the planning, design,
15 construction, and operation of the New WRF necessary to attain
16 compliance with the following wastewater treatment requirements
17 in accordance with the following schedule:

18

| <u>Task</u> | <u>Due Date</u> |
|--|-----------------|
| 1. Certify EIR | June 1, 2005 |
| 2. Award WRF design contract Plant Design | January 1, 2006 |
| 3. Start design of WRF | March 1, 2006 |
| 4. Complete design of WRF | April 15, 2008 |
| 5. Begin Construction of WRF | July 15, 2008 |
| 6. Complete construction of WRF | Sept. 15, 2010 |

27

7. Achieve full compliance with Dec. 15, 2010 the New WDR Permit, the Water Code, the Basin Plan, and any additional requirements to protect groundwater quality including tertiary treatment

C. If any other regulatory agency with jurisdiction over Santa Paula's facilities or operations fails to issue, renew or modify a permit required for any part of the work required of Santa Paula under this Consent Judgment, or delays the issuance, renewal or modification of a permit required for any part of the work required of Santa Paula under this Consent Judgment, Santa Paula is not precluded from invoking the Dispute Resolution procedures set forth in Section XII (Dispute Resolution) to extend the affected schedules contained in Section V (Remedial Actions) of this Consent Judgment.

VI. EFFLUENT LIMITS AND MONITORING REQUIREMENTS

A. Interim Effluent Limits

From the date of entry of this Consent Judgment to December 15, 2010, Santa Paula shall comply with the following Interim Effluent Limits and requirements or such other additional limits as may be required by any TSO or amendment to the TSO, or any other enforcement order, including a CDO:

| <u>Constituent</u> | <u>Monthly Average</u> | <u>Weekly Average</u> | <u>Instantaneous</u> <u>Maximum</u> |
|--------------------|------------------------|-----------------------|--|
| BOD | 45 mg/L | 65 mg/L | |
| | 960 lbs/day | 1380 lbs/day | |
| | at least 65% removal | | |

| | | |
|-----------------|----------------------|-----------------------|
| Total Suspended | 45 mg/L | 65 mg/L |
| Solids | 960 lbs/day | 1380 lbs/day |
| | at least 65% removal | |
| Turbidity | 44 NTU | |
| Nitrate+Nitrite | 14 mg/L | |
| as Nitrogen | 300 lbs/day | |
| Total Residual | | 0.1 mg/L ¹ |
| Chlorine | | |

¹Total residual chlorine concentration excursions of up to 0.3 mg/L, at the point in treatment train immediately following dechlorination, shall not be considered violations of this requirement provided the total duration of such excursions do not exceed 15 minutes during any calendar day. Peaks in excess of 0.3 mg/L lasting less than one minute shall not be considered a violation of this requirement. Peak in excess of 0.3 mg/L but no more than 2 mg/L lasting more than one minute but less than 15 minutes shall not be considered a violation of this requirement provided the total residual chlorine concentration of the receiving water is less than 0.1 mg/L after its discharge at all times. The receiving water compliance point for the total residual chlorine limit shall be immediately below the confluence where the treated effluent and the storm drain enter the natural river.

[illegible]

Effluent shall meet at least the coliform bacteria limit for receiving water as prescribed in the Basin Plan.

1. Geometric Mean Limits

- a. E. coli density shall not exceed 126/100 ml.
- b. Fecal coliform density shall not exceed 200/100 ml.

2. Single Sample Limits

- a. E. coli density shall not exceed 235/100 ml.
- b. Fecal coliform density shall not exceed 400/100 ml.

The geometric mean values should be calculated based on a statistically sufficient number of samples (generally not less than 5 samples equally spaced over a 30-day period). If any single sample limits are exceeded, the Regional Board may require repeat sampling on a daily basis until samples fall below the single sample limit in order to determine the persistence of the exceedance. When repeat sampling is required because of an exceedance of any one single sample limit, values from all samples collected during that 30-day period will be used to calculate the geometric mean.

C. Effluent Limits and Monitoring Requirements

Except as otherwise provided in this Consent Judgment, from the date of entry of this Consent Judgment until December 15, 2010, Santa Paula shall comply with all final effluent limitations set forth in its NPDES permit. Except as otherwise provided in this Consent Judgment, upon and after December 15,

1 2010, Santa Paula shall comply with all final effluent
2 limitations, including technology based effluent limits,
3 monitoring and reporting requirements, and all other terms and
4 conditions of its New WDR Permit.

5 D. Reopener

6 This Consent Judgment is based upon Santa Paula's decision
7 not to continue to discharge into surface waters after December
8 15, 2010. If Santa Paula discharges into surface waters after
9 December 15, 2010, a NPDES permit is required prior to discharge
10 and the Parties may seek to reopen this Consent Judgment to amend
11 the requirements set forth herein as necessary. Any reopening of
12 this Consent Judgment will not affect the construction schedule
13 of the New WRF.

14 VII. FUNDING

15 Santa Paula's performance of the requirements of this
16 Consent Judgment is not conditioned upon the receipt of any
17 federal or state grant or loan funds. Santa Paula's
18 nonperformance of any obligation under this Consent Judgment is
19 not excused by the failure to obtain or shortfall of any federal
20 or state grant or loan funds, or by the processing of any
21 applications for the same.

22 VIII. REPORTING

23 A. Following the entry of this Consent Judgment, and each
24 March 1st and September 1st thereafter, until expiration, as
25 provided in Section VIII (Reporting) Paragraph E, Santa Paula
26 shall submit to the Regional Board and the general public (via
27 Santa Paula's website) a written report describing: 1) the status

1 of projects required under Section V (Remedial Actions) of this
2 Consent Judgment; 2) the status of Santa Paula's compliance and
3 any reasons for noncompliance with the requirements of Section V
4 (Remedial Actions) of this Consent Judgment; and 3) the work to
5 be performed pursuant to Section V (Remedial Actions) of this
6 Consent Judgment, during the following twelve (12) month period.
7 Notification pursuant to this Section of any anticipated delay
8 shall not, by itself, excuse the delay. The full report shall be
9 made available for inspection by any person at the offices of the
10 Regional Board and the office of Santa Paula.

11 B. Within forty-five (45) calendar days after the
12 submission of the September report required by Section VIII
13 (Reporting) Paragraph A, the Parties will meet at a time and
14 location set by Santa Paula, but agreed upon by the Regional
15 Board, to discuss and review the March and September reports.

16 C. Within fourteen (14) calendar days following the
17 deadline date of any requirement in Section V (Remedial Actions)
18 of this Consent Judgment, Santa Paula shall notify in writing the
19 Regional Board of Santa Paula's status of compliance with said
20 requirement, unless such compliance has already been reported in
21 a report required by Section VIII (Reporting) Paragraph A.
22 Notice of noncompliance shall be governed by Section VIII
23 (Reporting) Paragraph A.

24 D. All reports submitted pursuant to this Consent Judgment
25 must be signed by a principal executive officer of the City of
26 Santa Paula or a duly authorized representative of that executive
27

1 officer as specified by section 122.22(b)(2) of Title 40, Code of
2 Federal Regulations, and shall include the following statement:

3
4 I certify under penalty of law that this document and all
5 Exhibits were prepared under my direction or supervision in
6 accordance with a system designed to assure that qualified
7 personnel properly gather and evaluate the information
8 submitted. Based on my inquiry of the person or persons who
9 manage the system, or those persons directly responsible for
10 gathering the information, I certify that the information
11 submitted is, to the best of my knowledge and belief, true,
12 accurate, and complete. I am aware that there are
13 significant penalties for submitting false information,
14 including the possibility of fine and imprisonment for the
15 knowing submission of materially false information.

16 E. The requirements of Section VIII (Reporting)
17 Paragraphs A and B above shall automatically expire six (6)
18 months after Santa Paula certifies final compliance with all
19 provisions subject to stipulated penalties in Section IX
20 (Stipulated Penalties) of this Consent Judgment, absent notice of
21 objection by the Regional Board provided to Santa Paula in
22 writing, within forty-five (45) days of receipt of the
23 certification. In the event of an objection, the Parties will
24 meet and confer at a time and location to be set by Santa Paula,
25 but agreed upon by the Regional Board, in an effort to resolve
26 the objection(s). In addition, Santa Paula shall submit all
27 reports required by the Regional Board under its NPDES Permit and
28 associates TSOs.

29 **IX. STIPULATED PENALTIES**

30 A. Santa Paula shall pay the following stipulated
31 penalties, determined using section 13385, subdivisions (h) and
32 (i), of the Water Code, for noncompliance with any Interim
33

1 Effluent Limitation contained in Section VI (Effluent Limits and
2 Monitoring Requirements) Paragraphs A and B of this Consent
3 Judgment:

| <u>Violation of Parameter</u> | <u>Penalty</u> |
|--|-------------------|
| BOD, TSS, Turbidity, Nitrate+Nitrite as Nitrogen, Total Residual Chlorine | |
| Monthly Average Limit | \$20,000/month |
| Monthly Average % Removal | \$20,000/month |
| Weekly Average Concentration Limit | \$5,000/week |
| Instantaneous Maximum | \$3,000/violation |
| Geometric Mean limit for E. Coli or Fecal Coliform | \$5,000/violation |
| Any single sample limit for E. Coli or Fecal Coliform | \$3,000/violation |

15 B. Santa Paula shall pay the following stipulated
16 penalties for noncompliance with any requirement of Section V
17 (Remedial Actions) and any requirements of Section VIII
18 (Reporting) of this Consent Judgment:

| <u>Period of Failure to Comply</u> | <u>Penalty</u> |
|------------------------------------|---------------------------|
| 1 - 30 days | \$1,000/day per violation |
| 31 - 60 days | \$3,000/day per violation |
| After 60 days | \$6,000/day per violation |

23 C. Notwithstanding Section IX (Stipulated Penalties)
24 Paragraphs A and B above, if Santa Paula fails to attain full
25 compliance with its New WDR Permit, the Water Code, the Basin
26 Plan, and any additional requirements to protect groundwater
27

1 quality including tertiary treatment by December 15, 2010, Santa
2 Paula shall pay a stipulated penalty in accordance with the
3 following schedule:

| <u>Period of Failure to Comply</u> | <u>Penalty</u> |
|------------------------------------|----------------|
| 1 - 30 days | \$2,000/day |
| 31 - 60 days | \$5,000/day |
| After 60 days | \$10,000/day |

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8 Any penalty assessed pursuant to Section IX (Stipulated
9 Penalties) Paragraph C above shall be in addition to any other
10 penalty that may be assessed under Section IX (Stipulated
11 Penalties) Paragraphs A and B above.

12 D. The stipulated penalties herein shall be in addition to
13 other remedies or sanctions available to the Regional Board by
14 reason of Santa Paula's failure to comply with the requirements
15 of this Consent Judgment, its NPDES Permit, the Clean Water Act,
16 the Water Code, or its New WDR Permit. The payment of stipulated
17 penalties shall not alter in any way Santa Paula's obligation to
18 complete the performance of all activities required under this
19 Consent Judgment.

20 E. Santa Paula shall pay any stipulated penalties by the
21 thirtieth (30th) day of the month following receipt of a letter
22 from the Regional Board demanding payment. Santa Paula shall pay
23 any stipulated penalties by certified or cashier's check to the
24 State Water Pollution Cleanup and Abatement Account (Wat. Code, §
25 13385, subd. (n)). Concurrently with the payment, Santa Paula
26 shall fax notice of payment to the person designated as the
27 contact on the State Water Pollution Cleanup and Abatement

1 Account, and shall send notice of payment to the Regional Board,
2 at the addresses listed in Section XVIII (Form of Notice) of this
3 Consent Judgment. The notice of payment shall identify: (1) the
4 date and amount of money paid; (2) this case by caption and
5 judicial docket number; (3) this Consent Judgment (including date
6 of entry); and (4) a description of the reason for the payment
7 (including Section numbers of this Consent Judgment that are most
8 relevant to the payment).

9 **X. FORCE MAJEURE**

10 A. A "force majeure event" is any event beyond the control
11 of Santa Paula, its contractors, or any entity controlled by
12 Santa Paula that delays the performance of any obligation under
13 this Consent Judgment despite Santa Paula's best efforts to
14 fulfill the obligation.

15 "Best efforts" includes anticipating reasonably foreseeable
16 force majeure events and taking appropriate preventive actions
17 before a force majeure event occurs. "Best efforts" also
18 includes addressing the effects of any force majeure event: (a)
19 as it is occurring and, (b) after it has occurred to prevent or
20 minimize any resulting delay to the extent reasonably
21 practicable. "Force majeure event" does not include Santa
22 Paula's financial inability to perform any obligation under this
23 Consent Judgment.

24 If any event occurs that Santa Paula believes is or will
25 become a force majeure event, Santa Paula shall immediately
26 notify the Regional Board of it by telephone, and shall notify in
27 writing the Court and the Regional Board within fifteen (15)

1 calendar days of the date on which Santa Paula first knew or
2 should have known, by exercise of due diligence, of the event.
3 The notice shall specifically reference this Section of the
4 Consent Judgment and describe in detail the anticipated length of
5 time the event and its effects may persist, the precise cause or
6 causes of the event, the measures taken or to be taken by Santa
7 Paula to prevent or minimize the event and its effects as well as
8 to prevent future events and their effects, and the timetable by
9 which those measures will be implemented. Failure by Santa Paula
10 to comply with the notice requirements of this Paragraph shall
11 constitute a waiver of Santa Paula's right to obtain an extension
12 of time to perform its obligations under Section X (Force
13 Majeure) Paragraph B based on such incident.

14 B. If the Regional Board agrees that a delay in Santa
15 Paula's performance of any obligation under this Consent Judgment
16 has been caused by a force majeure event, the time for
17 performance of the affected obligation shall be extended for a
18 period not to exceed the actual delay in performance resulting
19 from such circumstance. In addition, stipulated penalties shall
20 not be due for the extension period of said delay. The Executive
21 Officer shall notify Santa Paula of the Regional Board's
22 agreement or disagreement with Santa Paula's claim of a force
23 majeure event within forty-five (45) calendar days of receipt of
24 Santa Paula's notice under Section X (Force Majeure) Paragraph A.
25 If the Regional Board does not so agree, or does not notify Santa
26 Paula of its decision within forty-five (45) calendar days, Santa
27 Paula may submit the matter to the Court for resolution pursuant

1 to Section XII (Dispute Resolution) of this Consent Judgment. In
2 any such dispute, Santa Paula bears the burden of proving, by a
3 preponderance of the evidence, that each claimed force majeure
4 event is a force majeure event; that Santa Paula gave the notice
5 required by this Section; that the force majeure event caused any
6 delay Santa Paula's claims was attributable to that event; and
7 that Santa Paula exercised best efforts to prevent or minimize
8 any delay caused by the event.

9 C. Unanticipated or increased costs or expenses associated
10 with the implementation of this Consent Judgment, changed
11 financial circumstances, or technical infeasibility of meeting
12 effluent limitations shall not, in any event, serve as a basis
13 for changes in this Consent Judgment, force majeure events, or
14 extensions of time under this Consent Judgment.

15 D. An extension of one compliance date based on a
16 particular incident shall not necessarily result in an extension
17 of a subsequent compliance date or dates. Santa Paula must make
18 an individual showing of proof regarding each delayed incremental
19 step or other requirement for which an extension is sought.

20 E. Where the Regional Board agrees to an extension of
21 time, the appropriate modification shall be made pursuant to
22 Section XX (Modification) of this Consent Judgment.

23 **XI. CIVIL PENALTIES, COSTS, AND SUPPLEMENTAL**

24 **ENVIRONMENTAL PROJECT**

25 A. Santa Paula is in violation of Water Code section
26 13376 for exceedances of effluent limits set forth in its NPDES
27 Permit and associated TSOs during the period of January 1, 2000

1 through March 31, 2007. On December 15, 2003, the Executive
2 Officer issued a TSO that provided interim limits and
3 requirements for the discharge from the SPWRF. Since December 15,
4 2003, there have been a significantly reduced number of
5 exceedances of the interim limits. On October 13, 2004, the
6 Executive Officer issued TSO No. R4-2004-0149. On April 5, 2005,
7 the Executive Officer issued TSO Amendment No. R4-2005-019
8 extending the expiration date of TSO No. R4-2004-0149 to October
9 6, 2005. On October 7, 2005, the Executive Officer issued TSO
10 Amendment No. R4-2005-0064 and on October 6, 2006, the Executive
11 Officer issued TSO R4-2006-0090, due to expire on October 6,
12 2007. During the period of January 1, 2000 through March 31,
13 2007, Santa Paula has reported 2,821 violations of its NPDES
14 Permit and 68 violations of its TSOs.

15 B. From 1939 to the early 1980s, Santa Paula improved its
16 SPWRF and increased its treatment capacity from 1.0 mgd to the
17 current approximate 2.55 mgd. The last major improvements to the
18 SPWRF in the 1980s were designed to meet the then-imposed
19 requirements, somewhat above the secondary treatment
20 requirements. However, when Santa Paula engaged an environmental
21 engineering firm in April 1997 to study the currently-needed
22 improvements, the final report indicated that the SPWRF could not
23 provide the means to meet more stringent effluent limits for BOD,
24 TSS, and turbidity set forth in the NPDES Permit. To achieve
25 compliance with the NPDES Permit limits, several alternatives
26 including plant upgrades and building a new plant have been
27 proposed and evaluated. Santa Paula has voluntarily submitted an

1 accelerated schedule to build a New WRF and have it operating by
2 December 15, 2010.

3 C. Santa Paula's inability to meet the effluent
4 limitations in its NPDES permit and associated TSOs has resulted
5 in a potential mandatory minimum penalty assessment pursuant to
6 Water Code section 13385 in excess of \$8,667,000 as of March 31,
7 2007 that could bankrupt Santa Paula or seriously jeopardize
8 funds for construction of the New WRF. Santa Paula, with a
9 population of less than 30,000 people, has the lowest household
10 income in Ventura County and is one of the poorest communities in
11 the state of California. In anticipation of constructing the New
12 WRF, Santa Paula has already increased its sewer rates by more
13 than 187% since 2002. These rate increases occurred on February
14 1, 2002 (31%); July 1, 2002 (10%); July 1, 2003 (18%); July 1,
15 2004 (25%); August 1, 2005 (33%); and July 1, 2006 (33%). A
16 further significant and unprecedented increase in sewage rates
17 would create an extreme hardship on Santa Paula's residents. The
18 Regional Board would, in this unique instance only, prefer to
19 pursue a judicial consent judgment and final order that allows a
20 significant portion of Santa Paula's penalty to be directed to
21 the construction of a modern, advanced treatment plant. Santa
22 Paula has proposed this accelerated time schedule for
23 construction of the New WRF with a 4.2 mgd design capacity and
24 plans to expend approximately fifty-nine million dollars
25 (\$59,000,000) on the treatment plant and percolation ponds. In
26 addition, Santa Paula will expend at least \$50,000 in a separate
27 supplemental environmental project that has been submitted and

1 approved by staff of the Regional Board to benefit the local
2 environment in Ventura County. The Regional Board has determined
3 that this combined approach is in the public interest because of
4 the extraordinary and unique aspects of this case and is directly
5 related to the violations alleged in the Complaint.

6 D. Santa Paula shall pay a civil penalty in the amount of
7 \$350,000 in full satisfaction of the claims for civil penalties
8 raised in this action based upon Santa Paula's violations of its
9 NPDES Permit as set forth in the Complaint filed herein through
10 the date of lodging this Consent Judgment. Payment shall be made
11 within thirty (30) calendar days after the entry of this Judgment
12 by certified or cashier's check made payable to the State Water
13 Pollution Cleanup and Abatement Account (Wat. Code, § 13385,
14 subd. (n)). Concurrently with the payment, Santa Paula shall fax
15 notice of payment to the person designated as the contact on the
16 State Water Pollution Cleanup and Abatement Account, and shall
17 send notice of payment to the Regional Board, at the addresses
18 listed in Section XVIII (Form of Notice) of this Consent
19 Judgment. The notice of payment shall identify: (1) the date
20 and amount of money paid; (2) this case by caption and judicial
21 docket number; (3) this Consent Judgment (including date of
22 entry); and (4) a description of the reason for the payment
23 (including Section numbers of this Consent Judgment that are most
24 relevant to the payment).

25 E. Reimbursement of Costs and Attorneys' Fees

26 Santa Paula shall pay attorneys' fees under Code of Civil
27 Procedure section 1021.8, payable to the Department of Justice,

1 in the amount of \$ 65,573 in the same manner of payment with the
2 same information as set forth in Section XI Paragraph D with any
3 additional specific instructions regarding the specific account
4 to which it should be deposited or to whom it is payable to be
5 provided by the Office of the Attorney General and shall pay
6 Regional Board staff costs in the amount of \$ 11,900 to the State
7 Water Pollution Cleanup and Abatement Account as set forth above.

8 **XII. DISPUTE RESOLUTION**

9 A. Any dispute that arises under or with respect to this
10 Consent Judgment shall in the first instance be the subject of
11 informal negotiations between the Parties. The period for
12 informal negotiations shall not exceed thirty (30) calendar days
13 from the time the dispute arises, unless it is modified by a
14 written agreement of the Parties. The dispute shall be
15 considered to have arisen when one party sends the other party a
16 written Notice of Dispute.

17 B. In the event that the Parties cannot resolve a dispute
18 by informal negotiations under the preceding Paragraph, the
19 position advanced by the Regional Board shall be considered
20 binding unless, within twenty (20) calendar days after the
21 conclusion of the informal negotiation period, Santa Paula serves
22 on the Regional Board and files a Petition with the Court for
23 resolution of the dispute. The Petition shall include a written
24 Statement of Position on the matter in dispute, including, but
25 not limited to, any factual data, analysis or opinion supporting
26 that position, and any supporting documentation relied upon by
27 Santa Paula. The Petition shall also include the efforts made by

1 the Parties to resolve it, Santa Paula's proposal for its
2 resolution, the relief requested, and the schedule, if any,
3 within which the dispute must be resolved to ensure orderly
4 implementation of this Consent Judgment. The Regional Board
5 shall have sixty (60) calendar days to file a response including
6 a Statement of Position, including, but not limited to, any
7 factual data, analysis, or opinion supporting that position and
8 all supporting documentation relied upon by the Regional Board.
9 In any such dispute, Santa Paula shall have the burden of proving
10 that the Regional Board's proposal is inconsistent with the
11 terms, conditions, requirements and objectives of this Consent
12 Judgment, and that Santa Paula's position will achieve compliance
13 with the terms and conditions of its NPDES Permit, its New WDR
14 Permit, the Clean Water Act, and the Water Code in a reasonable,
15 expeditious manner.

16 Both Santa Paula and the Regional Board shall indicate in
17 their Statement of Position whether the informal dispute
18 resolution should proceed.

19 C. In proceedings on any dispute governed by this Section,
20 the Court shall determine what standard of review to apply, as
21 provided by applicable law.

22 D. The invocation of dispute resolution procedures under
23 this Section shall not, by itself, extend, postpone, or affect in
24 any way any obligation of Santa Paula under this Consent
25 Judgment, unless and until final resolution of the dispute so
26 provides and the Court grants such an order.

1 E. Stipulated penalties with respect to the disputed
2 matter shall continue to accrue but payment shall be stayed
3 pending resolution of the dispute unless final resolution of the
4 dispute by the Court provides otherwise. Notwithstanding the
5 stay of payment, stipulated penalties shall accrue from the first
6 day of noncompliance with any applicable provision of this
7 Consent Judgment.

8 **XIII. RIGHT OF ENTRY**

9 A. The Regional Board, or their representatives,
10 contractors, consultants, and attorneys, may enter any facility
11 covered by this Consent Judgment, at all times, upon proper
12 presentation of credentials to the manager or managers of the
13 facility or, in the manager's absence, to the highest ranking
14 employee present on the premises, for the purposes of:

- 15 1. monitoring the progress of activities required by
16 this Consent Judgment;
- 17 2. verifying any data or information submitted to the
18 Regional Board in accordance with the terms of the
19 Consent Judgment;
- 20 3. obtaining samples, and, upon request, splits of
21 any samples taken by Santa Paula or its
22 consultants or contractors;
- 23 4. assessing Santa Paula's compliance with this
24 Consent Judgment; and
- 25 5. inspecting and reviewing any records required to
26 be kept under the terms and conditions of this
27

1 Consent Judgment or any NPDES permit and the Clean
2 Water Act.

3 B. Termination of this Consent Judgment shall not affect
4 the rights of the Regional Board to enter any such facility
5 pursuant to the Clean Water Act, the NPDES Permit, or any other
6 authority.

7 C. This Consent Judgment in no way limits or affects any
8 right of entry and inspection, or any right to obtain
9 information, held by the Regional Board pursuant to applicable
10 federal or state laws, regulations, or permits, nor does it limit
11 or affect any duty or obligation of Santa Paula to maintain
12 records or information imposed by applicable federal or state
13 laws, regulations, or permits.

14 **XIV. NOT A PERMIT**

15 This Consent Judgment is not and shall not be interpreted to
16 be a permit, or a modification of an existing permit, issued
17 pursuant to section 402 of the Clean Water Act (33 U.S.C. §
18 1342), or applicable Water Code sections, including Water Code
19 section 13377, nor shall it in any way relieve Santa Paula of its
20 obligation to obtain a permit and comply with the requirements of
21 a permit or with any other applicable federal or state law, or
22 regulation. Any new permit, or modification of existing permits,
23 must be complied with in accordance with applicable federal and
24 state laws and regulations. The pendency or outcome of any
25 proceeding concerning the issuance, reissuance, or modification
26 of an NPDES or WDR permit shall neither affect nor postpone Santa
27

1 Paula's duties and liabilities as set forth in this Consent
2 Judgment.

3 **XV. FAILURE OF COMPLIANCE**

4 The Regional Board does not, by consenting to the entry of
5 this Consent Judgment, warrant or aver in any manner that Santa
6 Paula's complete compliance with this Consent Judgment will
7 result in compliance with its NPDES or New WDR Permit, the Clean
8 Water Act, or the Water Code. Notwithstanding the Regional
9 Board's review and/or approval of any plans formulated pursuant
10 to this Consent Judgment, Santa Paula shall remain solely
11 responsible for compliance with the terms of the Clean Water Act,
12 the Water Code, this Consent Judgment, and its NPDES and WDR
13 Permits.

14 **XVI. NON WAIVER PROVISIONS**

15 A. This Consent Judgment in no way affects or relieves
16 Santa Paula of responsibility to comply with any federal, state,
17 local law, regulation, or its NPDES Permit as modified by a TSO,
18 its New WDR permit, or otherwise. Nothing contained in this
19 Consent Judgment shall be construed to prevent or limit the
20 rights of the Regional Board to obtain penalties or injunctive
21 relief under the Clean Water Act, or other federal or state
22 statutes, or regulations except as expressly specified herein.

23 B. The Parties agree that Santa Paula is responsible for
24 achieving and maintaining complete compliance with all applicable
25 federal and state laws, regulations, permits, and waste discharge
26 requirements, and that compliance with this Consent Judgment
27 shall be no defense to any actions commenced by the Regional

1 Board pursuant to said laws, regulations, permits or waste
2 discharge requirements.

3 C. This Consent Judgment does not limit or affect the
4 rights of Santa Paula or the Regional Board as against any third
5 parties, nor does it limit the rights of third parties against
6 Santa Paula.

7 D. The Regional Board reserves all legal and equitable
8 remedies available to enforce the provisions of this Consent
9 Judgment.

10 **XVII. COSTS OF SUIT**

11 Santa Paula shall bear its own costs and attorneys' fees in
12 this action. Should Santa Paula subsequently be determined to
13 have violated the terms or conditions of this Consent Judgment,
14 Santa Paula shall be liable to the Regional Board for any costs
15 and attorneys' fees incurred by the Regional Board in any
16 successful enforcement actions against Santa Paula for
17 noncompliance with this Consent Judgment.

18 **XVIII. FORM OF NOTICE**

19 A. Except as specified otherwise, when written
20 notification to or communication with the Regional Board or Santa
21 Paula is required by this Consent Judgment, it shall be addressed
22 as follows:

23 As to the Regional Board:

24
25 Marilyn H. Levin
26 Deputy Attorney General
27 Office of the Attorney General
28 300 S. Spring Street, Suite 500
Los Angeles, California 90013

Jennifer L. Fordyce
Staff Counsel
State Water Resources Control Board
Office of Chief Counsel
1001 "I" Street, 22nd Floor
Sacramento, California 95814

Deborah J. Smith
Interim Executive Officer
California Regional Water Quality Control
Board, Los Angeles Region
320 W. 4th Street, Suite 200
Los Angeles, California 90013

As to the City of Santa Paula:

Wally Bobkiewicz
City Manager
City of Santa Paula
P.O. Box 569
Santa Paula, CA 93061

Karl H. Berger
City Attorney
Jenkins & Hogin, LLP
Manhattan Towers
1230 Rosecrans Avenue, Suite 110
Manhattan Beach, CA 90266

B. Notifications to or communications with the Parties shall be deemed submitted on the date they are postmarked and sent by certified mail, return receipt requested. Should any party wish to modify its designation of person to receive notice, it shall notify in writing the other party and the Clerk of the Court.

XIX. PUBLIC COMMENT

The Parties agree and acknowledge that final approval and entry of this Consent Judgment are subject to the requirements of notice and comment pursuant to federal and state requirements.

1 Section 123.27(d)(2) of Title 40, Code of Federal Regulations,
2 provides that notice of the proposed settlement be given to the
3 public and that the public shall have at least thirty (30) days
4 after the notice to submit comments on the proposal. The
5 Regional Board will publish notice in a newspaper and on the
6 Regional Board website. The Regional Board reserves the right to
7 withdraw or withhold its consent if the comments received
8 disclose information or considerations that indicate that the
9 Consent Judgment is inappropriate, improper, or inadequate.
10 Santa Paula agrees not to withdraw from, oppose entry of, or to
11 challenge any provision of this Consent Judgment, unless the
12 Regional Board notifies Santa Paula in writing that it no longer
13 supports entry of the Consent Judgment.

14 **XX. MODIFICATION**

15 Santa Paula shall have the right to seek a modification from
16 the Regional Board of any provision of this Consent Judgment.
17 Upon written request of Santa Paula, the Regional Board agrees to
18 review, in good faith, a request of Santa Paula to modify this
19 Consent Judgment. The Regional Board's decision to disapprove a
20 modification of this Consent Judgment is not subject to Dispute
21 Resolution procedures set forth in Section XII (Dispute
22 Resolution) above.

23 This Consent Judgment shall not be amended or modified
24 except by the written consent of the Parties or the Court. Any
25 material modifications of this Consent Judgment by the Parties
26 shall be in writing and approved by the Court before being deemed
27 effective. However, minor modifications that the Parties

determine and agree do not significantly alter the remedial action to be conducted by Santa Paula can be made by the Parties, provided such changes are agreed upon in writing by the Regional Board and Santa Paula.

XXI. CONTINUING JURISDICTION OF THE COURT

The Court shall retain jurisdiction to enforce the terms and conditions of this Consent Judgment and to resolve disputes arising hereunder.

XXII. TERMINATION

A. This Consent Judgment may be terminated when Santa Paula has completed all construction activities and achieved compliance for twelve (12) consecutive months with the requirements set forth in this Consent Judgment (including tertiary treatment) and including its NPDES Permit, its TSO, and its New WDR Permit, and any amendments thereto, and has made all payments required by this Consent Judgment. To initiate termination of this Consent Judgment, Santa Paula shall certify in writing such completion and compliance to the Regional Board.

B. If the Regional Board disputes Santa Paula's certification, in writing and within forty-five (45) calendar days of receiving such certification of completion and compliance from Santa Paula, Santa Paula may proceed only under the dispute resolution provisions of this Consent Judgment, and the Consent Judgment shall remain in effect pending resolution of the dispute by the Parties or the Court. If the Regional Board agrees that this Consent Judgment may be terminated, this Consent Judgment shall terminate upon joint notice to the Court by the Parties

1 that the provisions of this Section have been complied with and
2 that the Parties agree that the Consent Judgment may be
3 terminated.

4 **XXIII. SIGNATORIES/SERVICE**

5 A. The representatives signing this document on behalf of
6 the Regional Board and Santa Paula all certify that they are
7 authorized to enter into the terms and conditions of this Consent
8 Judgment and to execute and bind legally the parties they
9 represent.

10 B. Santa Paula shall identify on the attached signature
11 page the name and address of an agent who is authorized to accept
12 service of process on behalf of Santa Paula with respect to all
13 matters arising under or relating to this Consent Judgment.
14 Santa Paula hereby agrees to accept service in that manner and to
15 waive the formal service requirements set forth in state and
16 local laws and any applicable local rules of Court, including,
17 but not limited to, service of summons.

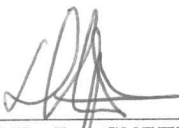
18
19 IT IS HEREBY ORDERED:

20 Entered this ____ day of _____, 2007.

21
22
23 _____
24 Judge of the Superior Court of Ventura County
25
26
27
28

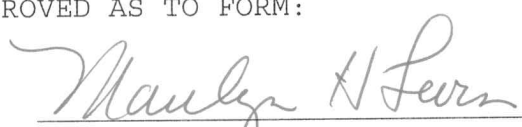
1 THE UNDERSIGNED PARTY enters into this Consent Judgment in the
2 matter of People of the State of California, ex rel. California
3 Regional Water Quality Control Board, Los Angeles Region v. City
4 of Santa Paula, Santa Paula Wastewater Reclamation Facility:

5
6 FOR THE PEOPLE OF THE STATE OF CALIFORNIA, ex rel. CALIFORNIA
REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION

7
8 
9 _____
DEBORAH J. SMITH
10 Interim Executive Officer
California Regional Water Quality
11 Control Board, Los Angeles Region
320 W. 4th Street, Suite 200
12 Los Angeles, California 90013

July 25, 2007
Dated

13
14 APPROVED AS TO FORM:

15 
16 _____
MARILYN H. LEVIN
17 Deputy Attorney General
300 South Spring Street
18 11th Floor, North Tower
Los Angeles, California 90013

July 20, 2007
Dated

19
20 Attorney for Plaintiff People of the
State of California, ex rel. California
21 Regional Water Quality Control Board,
Los Angeles Region
22
23
24
25
26
27

1 THE UNDERSIGNED PARTY enters into this Consent Judgment in the
2 matter of People of the State of California, ex rel. California
3 Regional Water Quality Control Board, Los Angeles Region v. City
4 of Santa Paula, Santa Paula Wastewater Reclamation Facility:.

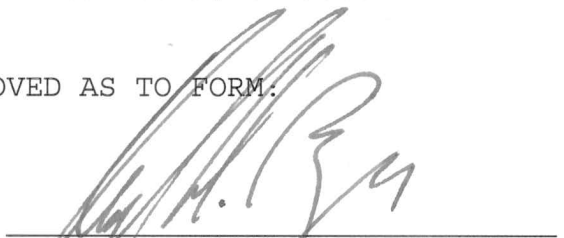
5 FOR THE CITY OF SANTA PAULA:
6

7 
8

9 WALLY BOBKIEWICZ
10 City Manager
11 City of Santa Paula
12 P.O. Box 569
13 Santa Paula, CA 93061

7-23-07
Dated

12 APPROVED AS TO FORM:
13

14 
15

16 KARL H. BERGER
17 City Attorney
18 Jenkins & Hugin, LLP
19 Manhattan Towers
20 1230 Rosecrans Avenue, Suite 110
21 Manhattan Beach, CA 90266

July 25, 2007
Dated

22 Agent Authorized to Accept Service on Behalf of Above signed
23 Party:

24 Name (print): Josie G. Herrera

25 Title: City Clerk

26 Address: City of Santa Paula
27 P.O. Box 569
28 Santa Paula, CA 93601

Phone Number: (805) 933-4208